

4518. Adulteration and misbranding of oats. U. S. * * * v. 89 Sacks of Oats. Consent decree of condemnation and forfeiture. Product ordered released on bond. (F. & D. No. 6680. I. S. No. 3385-k. S. No. E-339.)

On July 2, 1915, the United States attorney for the Southern District of Florida, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district a libel for the seizure and condemnation of 89 sacks, each containing about 100 pounds, of an article purporting to be oats, remaining unsold in the original unbroken packages at Tampa, Fla., alleging that the article had been shipped on May 24, 1915, and transported from the State of Tennessee into the State of Florida, and charging adulteration and misbranding in violation of the Food and Drugs Act. The article was labeled: "100 Lbs Gross T-K White Oats, Tampa, Florida."

Adulteration of the article was alleged in the libel for the reason that it was labeled as white oats, and other substances, to wit, barley, chaff, and weed seeds, had been substituted in part for said white oats and had been mixed and packed therewith so as to reduce, lower, and injuriously affect the quality and strength thereof.

Misbranding was alleged for the reason that the statement, to wit, "100 Lbs Gross T-K White Oats, Tampa, Florida," was a false and misleading statement as to the ingredients and substances contained in the sacks, in that they contained (in addition to oats) barley, chaff, and weed seeds. Misbranding was alleged for the further reason that the quantity of the contents was not plainly and conspicuously marked on the outside of the sacks in terms of weight, measure, or numerical count, in that the gross weight of the packages, instead of the contents thereof, was labeled upon the outside of the sacks.

On July 12, 1915, the Trenholm-Kolp Co., Memphis, Tenn., claimant having filed its answer admitting the allegations in the libel, judgment of condemnation and forfeiture was entered, and it was ordered by the court that the product should be delivered to said claimant upon payment of the costs of the proceedings and the execution of bond in the sum of \$250, in conformity with section 10 of the act, one of the conditions of said bond being that the oats should be properly labeled before the sale thereof.

CARL VROOMAN, *Acting Secretary of Agriculture.*